

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **FV5045**Due Date: **10/12/04 at 2:00 PM**

Date Sent: September 28, 2004

Goods and services to be purchased: **ARJO PARKER 420 SERIES****Please complete**

|  |  |                                   |          |
|--|--|-----------------------------------|----------|
| Company Name   |  | Federal Tax Identification Number |          |
| Ordering Address   | City   | State                             | Zip Code |
| Remittance Address (if different from ordering address)  | City   | State                             | Zip Code |
| Type<br><input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government  | Company Contact Person   |                                   |          |
| Telephone Number (include area code)   | Fax Number (include area code)   |                                   |          |
| Company's Internet Web Address   | Email Address  |                                   |          |
| Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)  | Days Required for Delivery After Receipt of Order (see attached for any required minimums) |                                   |          |
| <p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah.<br/>Yes _____ No _____. If no, enter where produced, etc. _____</p> |  |                                   |          |
| Offeror's Authorized Representative's Signature  |  | Date                              |          |
| Type or Print Name   |  | Position or Title                 |          |

**STATE OF UTAH  
DIVISION OF PURCHASING  
GENERAL SERVICES**

**Invitation to Bid**

**Solicitation Number: FV5045**

**Due Date: 10/12/04@2:00PM**

**Vendor Name:**

| Item# | Qty | Unit | Description   | Unit Price | Extension |
|-------|-----|------|---|------------|-----------|
| 001   | 8   | EA   | ARJO PARKER 420 SERIES INCLUDING INSTALLATION PER THE ATTACHED SPECIFICATIONS. PLUMBING AND ELECTRICAL ARE AVAILABLE FOR EACH OF THE INSTALLATIONS. | \$         | \$        |

Changes or modifications to this bid:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the division of purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

With questions on specifications, contact Sarah Evans at 801-763-4052.

With questions on purchasing, contact Frank Volk at 801-538-3707.

Reference RX# 200 54700000002.

**Ship To: AMERICAN FORK, UT 84003-9599**

**FREIGHT CHARGES (if applicable)**

|  |    |
|--|----|
| SHIPPING POINT AND ZIP CODE  |    |
| SHIPPING WEIGHT  |    |
| MODE OF TRANSPORTATION (Please check one)<br><input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify)<br>NMFC Class # _____<br>NMFC Item # _____ |    |
| TOTAL PRICE LESS FREIGHT (FOB Origin)  | \$ |
| TOTAL PRICE INCLUDING FREIGHT (FOB Destination)  | \$ |

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will

be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

(Revision 14 Mar 2003 - IFB Instructions)

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## ***ARJO PARKER 420 SERIES***

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### **DESCRIPTION**

A side entry door bath with natural semi reclined seating position. Height adjustable system for comfortable working height.

### **OPERATION**

- Bath has hand control for reclining of bath, and forward position for entry and exit.
- Built in battery back up in case of power failure to allow bath to raise, lower, recline and forward position for entry and exit.
- Bath can be pre-filled for maximum resident/patient comfort and does not need to be empty for resident/patient exit.

### **BATH**

- Construction made of high quality GRP fiberglass.
- Width-34" external.
- Width-24" internal.
- Length-72" upright, 76" reclined.
- Pop-up drain
- Built-in water overflow.
- (2) Built-in soft touch grab handles for added security of patient/resident during bath.
- Bath has removable leg support that rest on rim to support patient's leg to keep dry or for pedicure.
- Bath has built-in liquid dispenser with manual pump.
- Bath design provides restraint free bathing for all types of patients/residents. Individuals are bathed in a semi-reclining position. Fiberglass molded seat maximizes comfort and security for patient/resident.

### **AIR SPA SYSTEM**

- System includes 3-speed air spa motor.
- 9 air spa type jets with built-in check valves to minimize risk of cross contamination.
- Spa system has waterproof control switch.
- Bath has disinfection port inside of bath, which allows for complete disinfection for air lines and air spa jets between baths.
- Spa system is adjustable to allow air circulation in foot well while bath is upright for podiatry application.

## **WATER CONTROLS**

- Separate thermostatic mixers at foot end of bath. 1 for fill water, and 1 for shower.
- Mechanical anti-scald protection built into mixing valves.
- 2 digital temperature gauges, 1 for shower temperature and 1 for filling water temperature.
- Retractable hand held shower wand located at foot end of bath with 3 different shower spray settings to ensure maximum comfort for resident.

## **DISINFECTION SYSTEM**

- Wall mounted panel with key controlled on/off operation.
- Disinfection system automatically mixes water and disinfection at the correct dilution rate to eliminate guesswork.
- Wall panel has inspection windows to monitor disinfectant levels.
- Hand held sprayer integrates with disinfection port in bath for complete cleaning between baths.
- Wall panel incorporates diverter that, when shut off with key, provides fresh water rinse after cleaning and disinfecting.

## **OPTIONAL EQUIPMENT**

- Scale- Wall mounted digital scale.
- Support cushions.
- Head support cushions.
- Choice of 4 colors.

\*\*\*\*\*PLEASE COMPLETE THE FOLLOWING REQUIREMENTS\*\*\*\*\*

*Supplier to have Service Maintenance Agreements available with all products* Y or N

*Must have sales and service locally.* Y or N

*List Utah Service Location and Contact information* \_\_\_\_\_

*Must provide inservice training videos.* Y or N

*Must be FDA and UL listed.* Y or N

*Manufacturer to have ISO 9001 Certification.* Y or N